

RECORDING COVER PAGE

PER ORS 205.234

WTC 95233

PLEASE FILL OUT
COMPLETE AND
LEGIBLE

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON
PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING.
ANY ERRORS IN THIS COVER SHEET **DO NOT** AFFECT THE
TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

2012-014518

Klamath County, Oregon

12/31/2012 03:21:04 PM

Fee: \$57.00

AFTER RECORDING RETURN TO:

NAME AND ADDRESS OF THE PERSON AUTHORIZED TO RECEIVE THE
INSTRUMENT AFTER RECORDING AS REQUIRED BY ORS 205.180(4)
AND ORS 205.238.

Chicago Title ServiceLink Division4000 Industrial Blvd. Aliquippa, PA 15001

**1. NAME OF THE TRANSACTION(S), DESCRIBED IN THE ATTACHED INSTRUMENT(S) AND
REQUIRED BY ORS 205.234(A). NOTE:** Transaction as defined by ORS 205.010 "means any action
required or permitted by state law or rule federal law or regulation to be recorded including, but not limited
to, any transfer encumbrance or release affecting title to or an interest in real property".

Subordination**2. Grantor(s) as described in ORS 205.160.**Stephen T and Susan L McKinley**3. Grantee(s) as described in ORS 205.160.**Bank of America, NA101 South Tryon StreetCharlotte, NC 28255

4. TRUE AND ACTUAL CONSIDERATION PAID for instruments conveying or contracting to
convey fee title to any real estate and all memoranda of such instruments, reference **ORS 93.030.**

**5. UNTIL A CHANGE IS REQUESTED, All Tax Statements shall be sent to the following
address:** for instruments conveying or contracting to convey fee title to any real estate reference
ORS 93.260.

6. SATISFACTION OF ORDER OR WARRANT ORS 205.234 (1) (f).FULL ☒ PARTIAL ☐**7. LIEN DOCUMENTS: ORS 205.234 (1) (f). Amount of Lien \$** _____

Effective 03/20/2012

57 Aut

Chicago Title
ServiceLink Division
4000 Industrial Blvd
Alliquippa, PA 15001

SUBORDINATION AGREEMENT

111179208
THIS AGREEMENT made this 5th day of December 2012, in favor of Bank of America NA, it's successors and/or assigns, with an office at 2595 W. Chandler Boulevard, Chandler, AZ 85224 ("Lender") by KeyBank National Association, having a place of business at 4910 Tiedeman Rd. Ste B, Brooklyn, OH 44144. (Subordinate Lender")

WITNESSETH:

Bank of America NA
101 South Tryon Street
Charlotte, NC 28255

WHEREAS, Subordinate Lender is the owner and holder of the following Mortgage/Deed of Trust covering the property located at 34269 Rajnus Road, Malin, OR 97632 and as more fully described therein ("Mortgaged Property"), and of the note or bond which said Mortgage/Deed of Trust secures ("Subordinate Lender Note"):

- a) MORTGAGE/DEED OF TRUST DATED 02/22/05, MADE BY: STEPHEN T. MCKINLEY AND SUSAN L. MCKINLEY TO JUDSON ENTERPRISES, INC. TO SECURE THE SUM OF \$17,746.00, RECORDED ON REAL PROPERTY IN THE KLAMATH COUNTY RECORDER'S OFFICE IN M05 PAGE 16143, AND ASSIGNED TO KEYBANK USA, NA, A NATIONAL BANK IN INSTRUMENT #2007-001109. (NOW KNOWN AS KEYBANK NATIONAL ASSOCIATION). (SUBORDINATE LENDER MORTGAGE)

WHEREAS, on condition that the Subordinate Lender Mortgage/Deed of Trust be subordinated in the manner hereinafter appearing, Lender has or is about to accept a Mortgage/Deed of Trust covering the Mortgaged Property, made by Stephen T. McKinley and Susan L. McKinley ("Borrower") to Lender to secure an amount not to exceed (\$59,118.00) and interest, said Mortgage/Deed of Trust being hereinafter collectively referred to as the "Lender Mortgage/Deed of Trust".

*Recorded concurrently
here with*

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration and to induce Lender to accept the Lender Mortgage the receipt and sufficiency of said consideration being hereby acknowledged, Subordinate Lender does hereby covenant, consent and agree with Lender as follows:

The Subordinate Lender Mortgage/Deed of Trust shall be and is hereby made subject and subordinate in lien to the lien of the Lender Mortgage/Deed of Trust in the principal amount not to exceed \$59,118.00 and interest together with any and all advances heretofore or hereinafter made under and pursuant to the Lender Mortgage/Deed of Trust and together with any and all renewals or extensions of the Lender Mortgage/Deed of Trust or the note secured thereby, ("Lender Note").

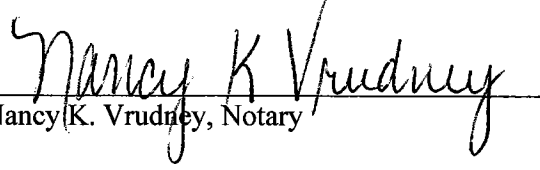
THIS AGREEMENT may not be changed or terminated orally and shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns, of the parties hereto.

IN WITNESS WHEREOF, Subordinate Lender hereto has duly executed this agreement the day and year first above written.

KeyBank National Association


Stephen P. Martin, AVP


Melanie Mayle, Witness


Nancy K. Vrudney, Notary

STATE OF OHIO

COUNTY OF STARK

Before me, a Notary Public in and for the said County and State, personally appeared Stephen P. Martin, AVP of KeyBank National Association, the corporation which executed the foregoing instrument who acknowledged that he/she did sign the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is the free act and deed individually and as such officer(s) and free act of deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this the 5th day of December 2012.

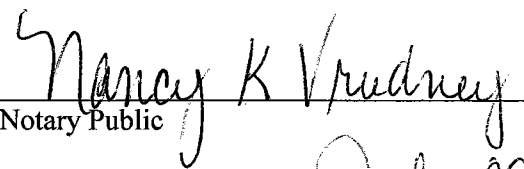


NANCY K. VRUDNEY
Notary Public, State of Ohio
My Commission Expires


July 28, 2013

Notary Public

My commission expires:


July 28, 2013

THIS INSTRUMENT PREPARED BY: KeyBank National Association

When Recorded Mail to:

KeyBank National Association
PO Box 16430
Boise, ID 83715

Exhibit A

That portion of the Northeast Quarter of the Northeast Quarter of Section 14, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, lying Southwesterly of the Malin Irrigation District Canal, in Klamath County, Oregon, EXCEPTING THEREFROM the South 30 feet lying within the County Road.